

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

2008 FEB 19 A 9:59

**AT&T GOVERNMENT SOLUTIONS,
INC.,**

a Delaware corporation,

Plaintiff,

vs.

**KNOWLEDGE MANAGEMENT
SOLUTIONS, INC.,**

an Alabama corporation,

Defendant.

DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

2:08-cv-114

COMPLAINT

Now comes Plaintiff, AT&T Government Solutions, Inc., through its undersigned counsel, and for its Complaint, complains and alleges of Defendant, Knowledge Management Solutions, Inc., as follows:

JURISDICTION AND VENUE

1. Plaintiff AT&T Government Solutions, Inc., is a Delaware corporation with its principal place of business at 1900 Gallows Road, Vienna, Virginia 22182.

2. Plaintiff is informed and believes and thereon alleges that Defendant Knowledge Management Solutions, Inc., is a corporation existing

and operating under the laws of Alabama, with its principal place of business in the State of Alabama, in the City of Millbrook.

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332(a), in that the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between parties that are citizens of different states.

4. Upon information and belief, the Defendant is a civilian corporation.

GENERAL ALLEGATIONS

5. In January 2004, Defendant ordered telecommunications equipment from Plaintiff.

6. Plaintiff provided Defendant with telecommunications equipment under account number 1059-001 (the "Equipment").

7. The Equipment was provided by Plaintiff pursuant to Purchase Order No. 1, dated January 9, 2004, and pursuant to Quote Numbers 127186945, 171188301, and 127184149.

8. Defendant was invoiced for the Equipment on March 31, 2004.

9. Defendant failed to pay charges for the Equipment in the amount of \$208,962.85.

10. Plaintiff has demanded payment in full for the Equipment

provided to Defendant, but has received no part of the \$208,962.85 which is due.

FIRST CAUSE OF ACTION
(Breach of Contract)

11. Plaintiff incorporates by reference as if fully set forth herein, the allegations contained in paragraphs 1 through 10 above.

12. Defendant Knowledge Management Solutions, Inc.'s refusal and failure to pay, as set forth above, constitutes a breach of contract.

13. Plaintiff performed all of its obligations under its contract with Knowledge Management Solutions, Inc.

14. As a result of Defendant Knowledge Management Solutions, Inc.'s breach of contract, Plaintiff has suffered damages in the amount of \$208,962.85.

15. Plaintiff is entitled to all amounts owed under Purchase Order No. 1, plus interest, costs, and attorneys' fees associated with Defendant Knowledge Management Solutions, Inc.'s breach.

SECOND CAUSE OF ACTION
(Unjust Enrichment/Quantum Meruit)

16. Plaintiff incorporates by reference as if fully set forth herein, the allegations contained in paragraphs 1 through 10 above.

17. Plaintiff furnished telecommunications equipment to Defendant Knowledge Management Solutions, Inc.

18. The telecommunications equipment was furnished by Plaintiff with the reasonable expectation that it would be paid for the Equipment.

19. Defendant Knowledge Management Solutions, Inc. requested and accepted the Equipment expecting to pay for it, or under such circumstances that it knew, or as a reasonable organization should have known, that Plaintiff expected to be paid.

20. Defendant Knowledge Management Solutions, Inc. benefited from the Equipment.

21. By failing to pay Plaintiff the sums owed to it, Defendant Knowledge Management Solutions, Inc. has become unjustly enriched and is indebted to the Plaintiffs under the theory of Quantum Meruit for a minimum of \$208,962.85.

WHEREFORE Plaintiff AT&T Government Solutions, Inc. prays for judgment as more fully set forth below:

1. On its First Claim for Relief, for amounts due and owing under Purchase Order No. 1, dated January 9, 2004 and all other applicable agreements, including but not limited to \$208,962.85 in unpaid telecommunication equipment charges;

2. On its Second Claim for Relief, for amounts due and owing for telecommunication equipment provided to Defendant, including but not limited to \$208,962.85;

3. On all claims, for interest, costs and attorney fees as allowed by law and under the Purchase Order or other agreements between the parties; and,

4. On all claims, for such other and further relief as to Court may seem appropriate under the circumstances of this case.

Dated this 15 of February, 2008.



JAMES F. BARGER, JR.

Counsel for Plaintiff AT&T
Government Solutions, Inc.

OF COUNSEL:

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Defendant may be served at:

Theresa M. Nola
Registered Agent
39 Gabon Way
Montgomery, AL 36109

Court Name: U S DISTRICT COURT - AL/M
Division: 2
Receipt Number: 4602003946
Cashier ID: cstrecke
Transaction Date: 02/19/2008
Payer Name: BAKER DONELSON BEARMAN

CIVIL FILING FEE
For: BAKER DONELSON BEARMAN
Case/Party: D-ALM-2-08-CV-000114-001
Amount: \$350.00

CHECK
Remitter: BAKER DONELSON
Check/Money Order Num: 110534
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00